

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re: Theresa Addison)
)
) Case No.
) Chapter 13
SSN: XXX-XX- 1541)
) Hearing Date:
) Hearing Loc:
)
Debtors

CHAPTER 13 PLAN

1.1	A limit on the dollar amount of a secured claim, which may result in a partial payment or no payment at all to the secured creditor.	<input type="checkbox"/> Included <input checked="" type="checkbox"/> Not Included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest.	<input type="checkbox"/> Included <input checked="" type="checkbox"/> Not Included
1.3	Nonstandard provisions set out in Part 5.	<input type="checkbox"/> Included <input checked="" type="checkbox"/> Not Included

Part 1. NOTICES

TO DEBTORS: This form sets out options that may be appropriate in some cases, but the presence of an option does not indicate that the option is appropriate in your circumstances or that it is permissible in the Eastern District of Missouri. **Plans that do not comply with local rules and judicial rulings may not be confirmable.**

TO CREDITORS: Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. You should read this plan carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. If you oppose the plan's treatment, you or your attorney must file an objection to confirmation in accordance with the Eastern District of Missouri Local Bankruptcy Rule 3015. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. **YOU MUST FILE A TIMELY PROOF OF CLAIM IN ORDER TO PARTICIPATE IN DISBURSEMENTS PROPOSED IN THE PLAN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM.**

Part 2. PLAN PAYMENTS AND LENGTH OF PLAN

2.1 Plan Payments. Debtor is to make regular payments to the Chapter 13 Trustee as follows: (complete one of the following payment options)

(A) \$440 per month for 60 months.

(B) \$_____ per month for _____ months, then \$_____ per month for _____ months, then \$_____ per month for _____ months.

(C) A total of \$_____ through _____, then \$_____ per month for _____ months beginning with the payment due in _____, 20_____.

2.2 **Tax Refunds.** Within fourteen days after filing federal and state income tax returns, Debtor shall provide the Chapter 13 Trustee with a copy of each return required to be filed during the life of the plan. The Debtor shall send any tax refund received during the pendency of the Chapter 13 case to the Trustee; however, Debtor may retain a portion of a tax refund to pay income taxes owed to any taxing authority for the same period as the refund. Debtor may also retain \$1,250 for single filers or \$1,500 for joint filers and refundable tax credits consisting of Earned Income Credit (EIC) and Additional Child Tax Credit, each year.

2.3 **Additional Lump Sums.** Debtor shall send additional lump sum(s) consisting of _____, if any, to be paid to the Trustee.

Part 3. DISBURSEMENTS

Creditors shall be paid in the following order and in the following fashion. Unless stated otherwise, the Chapter 13 Trustee will make the payments to creditors. All disbursements by the Trustee will be made pro-rata by class, except per month disbursements described below. However, if there are funds available after payment of equal monthly payments in paragraph 3.5 and fees in paragraph 3.6, those funds may be distributed again to those same paragraphs until paid in full before distributing to the next highest paragraphs:

3.1 **Trustee.** Pay Trustee a percentage fee as allowed by law.

3.2 **Executory Contract/Lease Arrearages.** Trustee will cure pre-petition arrearage on any executory contract accepted in paragraphs 3.3(A) or (B) over the following period, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD (6 months or less)
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3.3 Pay the following sub-paragraphs concurrently:

(A) **Post-petition real property lease payments.** Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments (which the Debtor shall pay) in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT
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(B) **Post-petition personal property lease payments.** Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments (which the Trustee shall pay) in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	EST MONTHS REMAINING
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(C) **Continuing Debt Payments (including post-petition mortgage payments on real estate, other than Debtor's residence.)** Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph 3.5(A). Trustee shall make payments in the amount listed below or as adjusted by the creditor under terms of the loan agreement.

CREDITOR NAME	MONTHLY PAYMENT
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(D) **Post-petition mortgage payments on Debtor's residence.** Payments due post-filing on debt(s) secured by lien(s) on Debtor(s) residence shall be paid at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
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(E) **DSO Claims in equal installments.** Pay pre-petition domestic support obligation arrears (not provided for elsewhere in the plan) in full in equal monthly installments over the life of the plan, estimated as:

CREDITOR NAME	TOTAL AMOUNT DUE	INTEREST RATE
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3.4 **Attorney Fees.** Pay Debtor's attorney \$2200_____ in equal monthly payments over ____18____ months (no less than 18 months). Any additional fees allowed by the Court shall be paid pursuant to paragraph 3.6 below. [See procedures manual for limitations on use of this paragraph]

3.5 **Pay the following sub-paragraphs concurrently:**

(A) **Pre-petition arrears on secured claims paid in paragraph 3.3.** Pay pre-petition arrearage on debts paid under paragraphs 3.3(C) or (D) in equal monthly installments over the period set forth below and with the interest rate identified below, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD	INTEREST RATE
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(B) **Secured claims to be paid in full.** The following claims shall be paid in full in equal monthly payments over the period set forth below with 6.75% interest:

CREDITOR	EST BALANCE DUE	REPAY PERIOD	TOTAL w/ INTEREST
		60 months	

(C) **Secured claims subject to modification.** Pay all other secured claims the fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with 6.75% interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 3.9(A), estimated as set forth below. If no period is set forth below for a claim to be paid under this paragraph, the claim will be paid over the plan length.

CREDITOR	BALANCE DUE	FMV	REPAY PERIOD	TOTAL w/ INTEREST
Santander Consumer	\$16,186	\$7,397	60 months	\$8735
(97% of NADA Retail)				

(D) **Co-debtor debt paid in equal monthly installments.** The following co-debtor claims(s) to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, such claim(s) shall be paid in equal monthly installments over the period and with interest as identified below:

CREDITOR	EST BALANCE	TRUSTEE/CO-DEBTOR	PERIOD	INTEREST RATE
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(E) **Post Petition Fees and Costs.** Pay any post-petition fees and costs as identified in a notice filed pursuant to Federal Rule of Bankruptcy Procedure 3002.1 as a supplement to an allowed claim or any other post-petition fees and costs which the Court allows and orders the Trustee to pay. Any such amounts shall be paid in equal monthly payments over the remainder of the plan duration and shall not receive interest.

3.6 **Additional Attorney Fees.** Pay \$2400 of Debtor's attorney's fees and any additional Debtor's attorney's fees allowed by the Court.

3.7 **Pay sub-paragraphs concurrently:**

(A) **Unsecured Co-debtor Guaranteed Claims.** The following unsecured co-debtor guaranteed debt to be paid by Trustee or by the co-debtor as noted below. If paid by

Trustee, pay claim in full with interest rate as identified below:

CREDITOR NAME	EST TOTAL DUE	TRUSTEE/CO-DEBTOR	INTEREST RATE
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(B) **Assigned DSO Claims.** Domestic support obligation arrearages assigned to, or recoverable by, a governmental unit, will be paid a fixed amount with the balance to be owed by Debtor(s) after completion of the Plan, pursuant to §§ 507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid **directly** by Debtor(s):

CREDITOR	TOTAL DUE	TOTAL AMOUNT PAID BY TRUSTEE
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3.8 **Priority Claims.** Pay priority claims allowed under § 507 that are not addressed elsewhere in the plan in full, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE
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Internal Revenue Service	\$900
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3.9 **Pay the following sub-paragraphs concurrently:**

(A) **General Unsecured Claims.** Pay non-priority, unsecured creditors. Estimated total owed: \$97,708. Amount required to be paid to non-priority unsecured creditors as determined by §1325(a)(4) hypothetical Chapter 7 liquidation calculation: \$____0____. Amount required to be paid to nonpriority unsecured creditors as determined by §1325(b) calculation: \$____9,622.80____. Debtor guarantees a minimum of \$____**9,622.80**____ (Dollar amount or 100%) will be paid to non-priority unsecured creditors.

(B) **Surrender of Collateral.** Debtor proposes to surrender the following collateral to the following creditor(s). (Choose one).

- ☐ Any deficiency shall be paid as non-priority unsecured debt.
- ☐ The Trustee shall stop payment on the creditor's claim until such time as the creditor files an amended claim showing the secured and unsecured deficiency (if any) still owed after sale of the surrendered collateral.

CREDITOR	COLLATERAL
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(C) **Rejected Executory Contracts/Leases.** Debtor rejects the following executory contract(s) with the following creditor(s). Any balance will be paid as non-priority unsecured debt:

CREDITOR	CONTRACT/LEASE
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Part 4. OTHER STANDARD PLAN PROVISIONS

4.1 Absent a specific order of the Court to the contrary, the Chapter 13 Trustee, rather than the Debtor, will make all pre-confirmation disbursements pursuant to § 1326(a).

4.2 All creditors entitled to pre-confirmation disbursements, including lease creditors, must file a proof of claim to be entitled to receive payments from the Chapter 13 Trustee.

4.3 The proof of claim shall control the valuation of collateral and any valuation stated in the plan shall not be binding on the creditor.

4.4 The Trustee, in the Trustee's sole discretion, may determine to reserve funds for payment to any creditor secured by a mortgage on real estate pending filing of a claim.

4.5 Any post-petition claims filed and allowed under § 1305 may be paid through the plan.

4.6 Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily.

4.7 All secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under § 1328. However, Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the court enters an order granting Debtor's request to avoid the liens.

4.8 Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed such claimant.

Part 5. NONSTANDARD PLAN PROVISIONS

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Official Form or Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if there is a check in the box "included" in Part 1 of this Plan:

5.1

5.2

Part 6. VESTING OF PROPERTY OF THE ESTATE

6.1 Title to Debtor's property shall re-vest in Debtor(s) upon confirmation.

Part 7. CERTIFICATION

The debtor(s) and debtor(s) attorney, if any, certifies that the wording and order of the provisions in this Plan are identical to those contained in Official Local Form 13 of the Eastern District of Missouri, other than any Nonstandard Plan Provisions in Part 5.

DATE: 3/15/2019 DEBTOR: /s/ Theresa Addison

DATE: 3/15/2019 /s/ Andrew Kirkwood Smith
Andrew Kirkwood Smith 61641MO
Attorney for Debtor
26A North Central Avenue
Clayton, MO 63105
Phone: 314-740-2989 Fax: 314-781-2695
aksmithlaw@gmail.com

Certificate of Service

I certify that a true and correct copy of the foregoing document was filed electronically with the United States Bankruptcy Court, and has been served by Regular United States Mail Service, first class, postage fully pre-paid, addressed to the parties listed below on March 15, 2019.

Diana Daugherty
Chapter 13 Trustee
PO Box 430908
St. Louis, MO 63143

Office of the United States Trustee
111 South 10th Street
Suite 6.353
St. Louis, MO 63102

Academy Bank
P.o Box 30495
Tampa, FL 33630

Ace Cash Express
1231 Greenway Drive, Suite 670
Irving, TX 75038

Ad Astra Recovery Services
8918 W 21st Street N, Suite 200
Wichita, KS 67205

Advance America
47 Silo Drive, Suite 103
Union, MO 63084

Amcol Systems
PO Box 21625
Columbia, SC 29221

Armed Forces Bank N A
P.o Box 30495
Tampa, FL 33630

Asset Recovery
2200 E Devon Ave, Suite 200
Des Plaines, IL 60018

Blue Horizon Loan
621 Medicine Way, Suite 3
Ukiah, CA 95482

Cashnet
175 W Jackson Blvd, Suite 1000
Chicago, IL 60604

Cashnet USA
PO Box 643990
Cincinnati, OH 46264

Chex Systems Inc
7805 Hudson Road, Suite 100
Saint Paul, MN 55125

Courtesy Loans
6244 Highway 100, Suite 130
Washington, MO 63090

Credit Control
5757 Phantom Drive, Suite 330
Hazelwood, MO 63042

Credit One Bank Na
Po Box 98872
Las Vegas, NV 89193

Division of Employment Security
PO Box 3100
Jefferson City, MO 65102

Easy Money
625 Franklin Avenue
Washington, MO 63090

Finfit
272 Bendix Rd
Virginia Beach, VA 23452

First Premier Bank
601 S Minnesota Ave
Sioux Falls, SD 57104

Inbox Loans
PO Box 881
Santa Rosa, CA 95402

Internal Revenue Service
PO Box 7346
Philadelphia, PA 19101

Jefferson Capital Systems
16 McLeland Road
Saint Cloud, MN 56303

Kohls/capone
Po Box 3115
Milwaukee, WI 53201

MCA Management Company
PO Box 480
High Ridge, MO 63049

Mercantile Adjustment
165 Lawrence Bell Drive, Suite 100
Buffalo, NY 14221

Mercy Clinic East
PO Box 504655
Saint Louis, MO 63150

Mercy Hospital
PO Box 505381
Saint Louis, MO 63150

Midland Funding (Credit One)
2365 Northside Dr Ste 30
San Diego, CA 92108

Midwest Fidelity
103 S Main St
Ottawa, KS 66067

Miller and Steeno
11970 Borman Drive, Suite 250
Saint Louis, MO 63146

Missouri Acceptance
750 N Orleans St
Chicago, IL 60654

Missouri Payday Loans
4537 Gravois Plaza
High Ridge, MO 63049

Mohela/sofi
633 Spirit Drive
Chesterfield, MO 63005

National Credit Adjusters
PO Box 3023
Hutchinson, KS 67504

Pioneer Mcb
3240 E Tropicana
Las Vegas, NV 89121

Professional Placement Services

PO Box 612
Milwaukee, WI 53201

Progressive
256 West Data Drive
Draper, UT 84020

Receivable Solutions
PO Box 206153
Dallas, TX 75320

Receivables Performance Management LLC
PO Box 1548
Lynnwood, WA 98046

Reg Crdt Ser (St. Clair Ambulance)
1201 Jefferson Street
Washington, MO 63090

Santander Consumer
Po Box 961245
Fort Worth, TX 76161

Security Fin
C/o Security Finance
Spartanburg, SC 29304

Speedy Cash
PO Box 780408
Wichita, KS 67278

St. Clair Ambulance
PO Box 190
Saint Clair, MO 63077

St. Louis College of Health Careers
1297 N Highway Drive
Fenton, MO 63026

St. Luke's Hospital
PO Box 60974
Saint Louis, MO 63160

Sun Loan Co
33 Silo Dr
Union, MO 63084

Telecheck
PO Box 17120

Denver, CO 80217

Tower Loan
Pob 320001
Flowood, MS 39232

Us Dept Of Ed/glelsi
2401 International Lane
Madison, WI 53704

Verizon Wireless
PO Box 790406
Saint Louis, MO 63179

West County Radiological Group
11475 Olde Cabin Road Suite 200
Saint Louis, MO 63141

World Finance Corporat
Po Box 6429
Greenville, SC 29607

/s/ Andrew Smith
Andrew Smith